

BEFORE THE
OFFICE OF ADMINISTRATIVE HEARINGS
STATE OF CALIFORNIA

In the Consolidated Matters of:

PARENT ON BEHALF OF STUDENT,

v.

CARLSBAD UNIFIED SCHOOL
DISTRICT,

OAH Case No. 2015110488

CARLSBAD UNIFIED SCHOOL
DISTRICT,

v.

PARENT ON BEHALF OF STUDENT.

OAH Case No. 2015110268

ORDER DENYING REQUEST TO SET
ASIDE SETTLEMENT AGREEMENT

On February 22, 2016, Parents on behalf Student filed a request that the Office of Administrative Hearings set aside the settlement agreement reached in this consolidated matter entered between Parent and Carlsbad Unified School District, which occurred in mediation on January 28, 2016. Parents, who were represented by legal counsel at the mediation, who has subsequently withdrawn as counsel, contend that the settlement agreement was the product of duress. The settlement agreement is subject to approval by District's board. District did not submit a response.

Settlement agreements are interpreted using the same rules that apply to interpretation of contracts. (*Vaillette v. Fireman's Fund Ins. Co.* (1993) 18 Cal.App.4th 680, 686, citing *Adams v. Johns-Manville Corp.* (9th Cir. 1989) 876 F.2d 702, 704.) "Ordinarily, the words of the document are to be given their plain meaning and understood in their common sense; the parties' expressed objective intent, not their unexpressed subjective intent, governs." (*Id.* at p. 686.) If a contract is ambiguous, i.e., susceptible to more than one interpretation, then extrinsic evidence may be used to interpret it. (*Pacific Gas & Electric Co. v. G. W. Thomas Drayage & Rigging Co.* (1968) 69 Cal.2d 33, 37-40.) Even if a contract appears to be unambiguous on its face, a party may offer relevant extrinsic evidence to demonstrate that the contract contains a latent ambiguity; however, to demonstrate an ambiguity, the contract must be "reasonably susceptible" to the interpretation offered by the party introducing extrinsic evidence. (*Dore v. Arnold Worldwide, Inc.* (2006) 39 Cal.4th 384, 391, 393.)

The parties signed the Settlement Agreement on January 28, 2016, that resolved all claims in this matter and is only subject to approval by District's board. Student did not establish that anything in the agreement gave Parents the right to rescind to the agreement. Further, OAH lacks the legal authority to set aside a settlement agreement. Pursuant to *Y.G. v. Riverside Unified School Dist.* (C.D.Cal. 2011) 774 F.Supp.2d 1055, 1061-1062, OAH does not have the authority to modify a settlement agreement or determine whether it was a contract of adhesion. (See, Ed. Code, § 56501, subd. (a).) A party's remedy to enforce the terms of a settlement agreement is either to file a compliance complaint with the Superintendent of Public Instruction or institute a court action. (See, *Porter v. Manhattan Beach Unified School District* (9th Cir. 2000) 307 F.3d 1064, 1074.) Accordingly, Student's request to set aside the settlement agreement is denied.

IT IS SO ORDERED.

DATE: March 1, 2016

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Peter Paul Castillo
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PETER PAUL CASTILLO
Presiding Administrative Law Judge
Office of Administrative Hearings